TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1906.

No. 303.

THE UNITED STATES, APPELLANT,

vs.

ANTHONY F. NAVARRE AND EIGHTY-NINE OTHER MEMBERS OF THE POTTAWATOMIE TRIBE OF INDIANS.

APPEAL FROM THE COURT OF CLAIMS.

FILED SEPTEMBER 3, 1906.

(19076.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1898.

No. 393.

THE UNITED STATES, APPELLANT,

vs.

ANTHONY F. NAVARRE AND EIGHTY-NINE OTHER MEMBERS OF THE POTTAWATOMIE TRIBE OF INDIANS.

APPEAL FROM THE COURT OF CLAIMS.

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1 In the Court of Claims.

ANTHONY F. NAVARRE AND EIGHTY-NINE others, members of the Pottawatomie Tribe of Indians,
vs.
THE UNITED STATES.
No. 17305.

I.—*Petition.—Filed January 27, 1892.*

To the Court of Claims:

The petition of said Anthony F. Navarre and eighty-nine others, members of the Pottawatomie tribe or nation of Indians, respectfully shows that your petitioners number in all ninety (90) persons, members of the Pottawatomie tribe or nation of Indians, all of whom during the years from 1846 to 1868, inclusive, lived and resided on the Pottawatomie Reservation in the Territory (afterwards State) of Kansas; that during the years aforesaid the white people of the United States committed depredations upon the stock, timber, and other property of your petitioners; that by article 10 of a treaty between the said United States and said Pottawatomie tribe or nation, proclaimed August 7, 1868,
2 as found in the United States Statutes at Large, volume 15, on page 533, it was provided as follows:

"ARTICLE 10. It is further agreed that upon the presentation to the Department of the Interior of the claims of said tribe for depredations committed by others upon their stock, timber, or other property, accompanied by evidence thereof, examination and report shall be made to Congress of the amount found to be equitably due, in order that such action may be taken as shall be just in the premises."

In pursuance of the provisions of said article 10, the Department of the Interior on the 20th day of December, 1871, reported the said claims to Congress, accompanied by the evidence touching the amount claimed and the character of the claims made by each individual claimant, as appears by the copies of letters hereto annexed and made part of this petition, and marked A, B, and C, respectively.

In an act entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling the treaty stipulations with various Indian tribes, for the year ending June thirtieth, eighteen hundred and eighty-six, and for other purposes," approved March 3, 1885, Congress enacted, in the last clause of the subdivision entitled "Pottawatomies," as follows:

"That the claim of certain individual members of the Pottawatomie nation of Indians, their heirs or legal representatives, for depredations committed by others upon their stock, timber, or other property, reported to Congress under the 10th article of the treaty of August 7, eighteen hundred and sixty-eight, be, and the same are hereby, referred to the Court of Claims for adjudication. And said court shall in deter-
3 mining said cause ascertain the amounts due and to whom due by reason of actual damage sustained, and said cause shall be tried without delay as hereinbefore provided."

And in an act entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling

treaty stipulations with various Indian tribes, for the year ending June thirtieth, eighteen hundred and ninety-two, and for other purposes," approved March 3, 1891, Congress further enacted as follows:

"That the last clause of the subdivision entitled 'Pottawatomies' in the act entitled 'An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling the treaty stipulations with various Indian tribes for the year ending June thirtieth, eighteen hundred and ninety-one, of volume twenty-three, of the Statutes at Large,' be amended to read as follows:

"'That the claims of certain individual members of the Pottawatomie nation of Indians, their heirs or legal representatives, for the depredations committed by others upon their stock, timber, or other property, reported to Congress under the tenth article of the treaty of August 7th, 1868, be, and the same are hereby, referred to the Court of Claims for adjudication. And said court shall, in determining said cause, ascertain the amounts due and to whom due by reason of actual damage sustained.

"'And all papers, reports, evidence, records, and proceedings relating in any way to said claims now on file or of record in the Department of the Interior or any other Department, or on file of record in the office of the Secretary of Senate, or the office of the Clerk of the House of Representatives, shall be delivered to said court; and in considering the merits of the claims presented to the court, all testimony and reports of special agents or other officers and other papers now on file or of record in the departments of Congress shall be considered by the court, and such value awarded thereto as in its judgment is right and proper.'"

Your petitioners declare that their names, the dates when and the place where such depredations were committed, the kind of property so taken or destroyed, and the value of such property, are stated in the following table and under the appropriate heading, to wit:

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
1. Kop-sk Kuk-wid.	Spring, 1864	Reservation	1 American horse	$100.00	
	Spring, 1865	"	1 bl'k American mare	75.00	
					$175.00
2. Shumah-gah	Sept., 1862	Reservation	1 pony, 1 saddle, 1 bridle	60.00	
	July, 1863	"	1 pony	40.00	
					100.00
3. Ah-got	Fall of 1853	Reservation	1 pony	35.00	
	Nov., 1862	"	1 horse	300.00	
					335.00
4. Louis H. Ogee	Feb. 27, 1867	Reservation	4 ponies	180.00	
	May, 1862	"	1 bull	300.00	
	Nov., 1863	"	4,000 new fence rails	400.00	
	Sept., 1866	"	2 cows, 2 calves	90.00	
			1 steer	30.00	
			6 2-year-olds	120.00	
			1 bull	40.00	
	Nov., 1866	"	1 mare	150.00	
					1,310.00
5. Lucius R. Darling	May, 1852	Reservation	4 ponies	160.00	
			1 mare	75.00	
			1 horse	125.00	
	May, 1860	"	1 cow, 1 calf	45.00	
	May, 1863	"	2,000 fence rails	200.00	
					605.00
6. M-tah-mah	April, 1852	Reservation	2 horses	175.00	
	June, 1853	"	2 ponies	80.00	
	May, 1854	"	1 calf	15.00	
	Oct., 1863	"	1 horse, 1 saddle, 1 bridle.	150.00	
					420.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
7. Sam'l Cummings....	In the year 1862.	Reservation ..	4 acres of red elm and walnut timber.	$140.00	
	Oct., 1864	"	1,280 fence rails	128.00	
			120 bushels corn.....	60.00	
					$328.00
8. Pe-tah	Oct., 1860	Reservation ..	2 ponies	80.00	
	Sept., 1861	"	1 pony	40.00	
					120.00
9. Munk-quet	April, 1856....	Reservation ..	1 pony.....	40.00	
	Oct., 1856	"	1 pony.....	40.00	
	In the year 1864.	"	1 horse.....	80.00	
					160.00
10. Antwain (Curly Head).	July, 1857.....	Reservation ..	2 horses	300.00	
	April, 1858....	"	2 horses	250.00	
	May, 1859....	"	1 horse.....	125.00	
	June, 1861	"	2 mares, 1 colt.....	250.00	
	Oct., 1861	"	3 horses	400.00	
					1,325.00
11. Shak-we	May, 1850.....	Reservation ..	3 ponies	120.00	
			1 horse.....	100.00	
					220.00
12. Wah-kas	March, 1862...	Reservation ..	1 mare	90.00	
	Dec., 1863.....	"	1 pony	40.00	
					130.00
13. M-kuk-da-mko-qua.	July, 1852.....	Reservation ..	5 ponies	200.00	
	Nov., 1866	"	3 fat hogs	54.00	
			3 shoats.....	24.00	
					278.00
14. Anthony Tessier...	May, 1857.....	Reservation ..	Yoke of oxen, 1 yoke...	85.00	
	May, 1863.....	"	1 cow	45.00	
					130.00
5 15. Kahu-sah-qua	June, 1851.....	Reservation ..	3 horses.....	190.00	190.00
16. Margaret Fregon ..	March, 1862...	Reservation ..	2 horses	200.00	
	April, 1863....	"	1 mare	140.00	
	May, 1863	"	1 stallion.....	50.00	
	Oct., 1865	"	1,500 rails	150.00	
	Oct. to Nov., 1866.	"	75 trees, 1 saw, and rail.	375.00	
					915.00
17. M. B. Beaubien.....	May, 1851	Reservation ..	2 yoke of work cattle ..	200.00	
	June, 1852.....	"	3 milk cows	120.00	
			2 heifers.....	75.00	
			1 steer.....	40.00	
	May, 1859	"	1 horse.....	300.00	
	Jan., 1861	"	1 mare.....	150.00	
			1 gold watch	120.00	
	Jan., 1862	"	1 horse.....	150.00	
	July, 1864.....	"	12 ponies	480.00	
					1,635.00
18. Jas. Baldwin.....	Jan., 1862	Reservation ..	1 horse	200.00	
	Oct., 1867	"	1 mare.....	40.00	
			1 pony.....	40.00	
			1 pony.....	25.00	
			1 pony.....	15.00	
					320.00
19. Josette Vanarsdale.	May, 1855	Reservation ..	1 horse	250.00	
	July, 1858.....	"	1 span of horses	200.00	
					450.00
20. Kah-aot.....	July, 1864.....	Reservation ..	2 cows.....	75.00	
	Aug., 1865	"	1 pony.....	40.00	
	March, 1866...	"	2 mare ponies	80.00	
					195.00
21. Mitcheli Wilmett ..	June, 1860.....	Reservation ..	Post and rail timber....	400.00	400.00
22. E. R. Kennedy	Spring, 1860...	Reservation ..	1 mare.....	100.00	
	Fall, 1860.....	"	1 horse, 1 saddle, 1 bridle.	125.00	
	In the year 1864.	"	1 mare.....	120.00	
	In the year 1867.	"	1 colt.....	50.00	
	In the year 1859.	"	1 cow.....	30.00	
	In the year 1865.	"	1 steer.....	40.00	
	In the year 1866.	"	1 cow.....	30.00	
	In the year 1867.	"	1 steer.....	30.00	
	In the year 1866.	"	1 cow.....	30.00	
					555.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
23. Thos. J. Lazzell	May, 1862	Reservation ..	2 horses	$150.00	
	May, 1866	"	1 mare	150.00	
			1 colt	100.00	
					$400.00
24. Jno. S. Young	Sept., 13, 1856.	Reservation ..	Stock of dry goods and groceries.	3,000.00	
	Fall, 1863.....	"	1 stallion	200.00	
			1 mare	150.00	
			1 pony	40.00	
	Oct., 1866	"	7,680 fence rails	768.00	
			Corn	200.00	
					4,358.00
6 25. Jane Kennedy.	Spring, 1851....	Reservation ..	1 mare	100.00	
	July, 1863	"	1 pony	40.00	
					140.00
26. Mitchell Lafromboise.	Sept., 1862	Reservation ..	4 mares, 4 colts.....	300.00	
			1 stallion.....	100.00	
	Oct., 1862	"	1 stallion.....	50.00	
	Oct., 1868	"	1 horse	55.00	
	Aug., 1866	"	2 mares, 2 horses.....	400.00	
	Sept., 1867	"	1 mowing machine	200.00	
			5 pitchforks	5.00	
			1 harness.....	5.00	
			5 tons of hay	20.00	
					1,135.00
27. Me-Yain-co	Aug., 1853	Reservation ..	3 horses, 6 ponies	660.00	
					660.00
28. Mah jwas	July, 1849	Reservation ..	1 horse	125.00	
	Spring, 1852...	"	1 horse	140.00	
	Spring, 1854...	"	1 mare	80.00	
			1 pony	35.00	
	Spring, 1863...	"	1 pony	40.00	
	Summer, 1863 .	"	1 stallion.....	80.00	
					500.00
29. Phas-Kah-we	May, 1858	Reservation ..	2 cows, 1 calf.....	75.00	
	Aug., 1860	"	1 pony	50.00	
					125.00
30. Pam-bo-go	May, 1853	Reservation ..	1 pony	40.00	
	July, 1858	"	1 horse	100.00	
					140.00
31. Napoleon B. Bertrand.	Spring, 1852...	Reservation ..	3 cows	75.00	
			1 bull	30.00	
	Spring, 1854...	"	1 horse	75.00	
			1 colt.....	45.00	
			1 colt.....	25.00	
			1 mare	75.00	
					325.00
32. Sahg-mog	May, 1852	Reservation ..	1 mare	80.00	
			2 ponies	70.00	
					150.00
33. Ah-got	May, 1853	Reservation ..	2 horses	200.00	
	Oct., 1860	"	1 horse	100.00	
					300.00
34. John Neely	April, 1851	Reservation ..	1 horse	95.00	
			1 stallion.....	60.00	
			1 horse	80.00	
					235.00
35. Azhnick Pesqua-je.	Spring 1854...	Reservation ..	2 horses	135.00	
					135.00
36. Sah-gah-kunk.....	Spring, 1859...	Reservation ..	2 horses	225.00	
					225.00
37. Sah-gah.....	Nov., 1855.....	Reservation ..	4,500 rails.....	225.00	
	June, 1857	"	4 horses	600.00	
	Feb., 1862	"	1 horse	125.00	
			Trip for self and witnesses to recover another horse stolen.	50.00	
	July, 1862	"	1 horse	160.00	
	Spring, 1862...	"	1 hog	15.00	
	Nov., 1862.....	"	1 hog	22.50	
	Fall, 1864	"	3 hogs	75.00	
	1850 to 1866 ...	"	Pigs, vegetables, damage done to timber and property.	250.00	
					1,522.50
7 38. Nah-gdo-nuck	May, 1854.....	Reservation ..	1 horse	100.00	
	Oct., 1856.....	"	2 ponies.....	120.00	
	May, 1864.....	"	1 mare.....	80.00	
					300.00
39. Nah-nim-nuk-skuk	Spring, 1866...	Reservation ..	1 horse	150.00	
	June, 1866	"	1 horse	150.00	
					300.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
40. Francis X. Bergeron.	Oct., 1853	Reservation	12 head cattle	$300.00	
	Spring, 1855	"	1 bull	25.00	
			¼ ton of hay	5.00	
	Fall, 1862	"	50 bushels corn	50.00	
			30 chickens	7.50	
			1 hog	25.00	
			3 shoats	18.00	
			250 rails	12.50	
					$443.00
41. Blackbird	Spring, 1850	Reservation	2 steers	30.00	
	Fall, 1850	"	1 horse	80.00	
			1 mare	140.00	
	In the year 1850,	"	1 steer	15.00	
					265.00
42. William Phelps	Spring, 1854	Reservation	1 horse	100.00	
	Spring, 1859	"	1 bull	20.00	
					120.00
43. Wahb-nim	Fall, 1852	Reservation	2 horses	250.00	
	Spring, 1859	"	1 horse	100.00	
	Spring, 1862	"	1 horse	125.00	
					475.00
44. Emily Wilmett	July, 1851	Reservation	1 mare	100.00	
	Fall, 1851	"	2 cows, 2 calves	70.00	
	Sept., 1860	"	1 cow	40.00	
	Nov., 1864	"	2 hogs	60.00	
					270.00
45. Wesley Lewis	Sept., 1864	Reservation	4 steers	160.00	
			4 cows, 4 calves	160.00	
	Dec., 1860	"	1 pair boots, 1 suit clothes, some flour and meal.	100.00	
			$20.00 in gold	20.00	
	1864–1865	"	2 horses	200.00	
			11 head cattle	330.00	
					970.00
46. Wezo Burnett	April, 1863	Reservation	1 mare	100.00	
	May, 1866	"	1 mare	150.00	
					250.00
47. Narcis Vieux	July, 1856	Reservation	1 cow	30.00	
			1 steer	20.00	
			2 calves	15.00	
	Oct., 1857	"	1 horse	85.00	
					150.00
48. E. Beaubien	July, 1859	Reservation	3 ponies	120.00	
	Sept., 1863	"	1 ox	35.00	
	Oct., 1863	"	1 horse	100.00	
	Nov., 1864	"	700 rails	70.00	
					325.00
49. Mary Lafromboise	Oct., 1857	Reservation	1 mare	80.00	
	May, 1861	"	1 steer	12.00	
			1 steer	22.00	
	Oct., 1863	"	1 steer	30.00	
			1,440 rails	144.00	
	July, 1865	"	15 tons hay	75.00	
	Oct., 1866	"	1 pony	40.00	
			1 acre of potatoes, some cabbage.	50.00	
					453.00
50. Ed-wah-ge-zhick.	May, 1860	Reservation	1 stallion	200.00	
	Oct., 1861	"	1 pony	40.00	
					240.00
51. Prudence Wilson	July, 1855	Reservation	1 mare	150.00	
			1 mare	250.00	
			1 mare	250.00	
	May, 1849	"	1 horse	150.00	
	Aug., 1849	"	4 head cattle (1 bull, mate, 2 more).	40.00	
	1867	"	1 horse	100.00	
	1866	"	1 hog	7.00	
			2 hogs	20.00	
					967.00
52. Joseph Moa-yah-ko-se.	Oct., 1859	Reservation	1 horse	150.00	
	March, 1864	"	2 yoke of oxen	200.00	
					350.00
53. Mary Jane Pearce	Fall, 1866	Reservation	Dwelling house	400.00	
			Stable	50.00	
			Corncrib	50.00	
	Fall, 1866	"	1 mule, 1 cow	200.00	
					700.00
54. Anthony Navarre	Sept., 1867	Reservation	2 mules	350.00	
			1 wagon	80.00	
			1 double harness	15.00	
					445.00
55. Man-che-wah	Oct., 1859	Reservation	3 ponies	120.00	
	Feb., 1860	"	3 ponies	120.00	
					240.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
56. Mis-no-o-ge-mah ...	May, 1852	Reservation ..	1 pony	$40.00	
	May, 1858	"	1 pony	40.00	
	May, 1863	"	1 pony	40.00	
					$120.00
57. Joseph C. Wellfelt.	Nov., 1858.....	Reservation ..	18 hogs.....	226.80	
	Oct., 1859	"	450 rails	45.00	
	March, 1860 ...	"	1 mule	125.00	
	May, 1860	"	1 bull	30.00	
					426.80
58. Ke-wan-ka-ga	May, 1850	Reservation ..	1 horse	100.00	
					100.00
59. Teh-nas	April, 1851	Reservation ..	3 cows.....	105.00	
					105.00
60. William Martel	Nov., 1849	Reservation ..	5 cows, 5 calves	125.00	
	April, 1852	"	1 horse	150.00	
	May, 1852	"	1 horse	125.00	
	May, 1853	"	2 sows	20.00	
	Sept., 1855	"	3 hogs.....	37.50	
	May, 1854	"	1 cow	40.00	
	Oct., 1854	"	4 hogs.....	50.00	
	July, 1855.....	"	1 steer	20.00	
			1 heifer.....	20.00	
	June, 1855.....	"	4 hogs.....	20.00	
	Nov., 1855	"	3 hogs.....	37.50	
	June 1856.....	"	4 hogs.....	20.00	
	Sept., 1856	"	3 hogs.....	30.00	
	Oct., 1856	"	3 hogs.....	37.50	
	Oct., 1857	"	5 hogs.....	62.50	
	Sept., 1858	"	1 ox	55.00	
	July, 1859.....	"	1 cow	50.00	
	Sept., 1862	"	4 hogs.....	80.00	
	Oct., 1862	"	3 hogs.....	75.00	
	Nov., 1863.....	"	1 log house, 1 corncrib, 1 chicken house.	100.00	
9			3,000 rails	150.00	
			15 tons of hay.....	225.00	
	Sept., 1864	Reservation ..	1 cow.....	40.00	
	Sept., 1864	"	2 hogs.....	50.00	
	1862 and 1863..	"	Timber burned and destroyed.	150.00	
	1864 and 1865..				
	Sept., 1865	"	1 pony.....	60.00	
					1,830.00
61. Ma-Moske Muller..	Summer, 1851 .	Reservation ..	2 cows.....	60.00	
	May, 1852	"	2 mares.....	150.00	
			2 colts.....	90.00	
	June or July, 1857.	"	1 stallion	100.00	
					400.00
62. Wa-ska	Fall, 1850	Reservation ..	1 horse	160.00	
	Spring, 1853...	"	1 horse	150.00	
	Fall, 1853	"	1 pony.....	40.00	
	Spring, 1865...	"	2 heifers, 1 steer.....	60.00	
					410.00
63. Mary A. Burnett ..	April, 1859....	Reservation ..	3 head cattle.....	90.00	
	May, 1859.....	"	2 steers.....	50.00	
			1 cow.....	30.00	
	Oct , 1863	"	20 hogs.....	140.00	
	Oct., 1854	"	32 rails	224.00	
			2 log stables.....	200.00	
			2 log houses.....	200.00	
			1 stack hay.....	10.00	944.00
64. Ke-wan ka	April, 1849....	Reservation ..	1 horse	150.00	
	May, 1855.....	"	1 horse	100.00	
					250.00
65. Chah-Kah-be.....	April, 1857....	Reservation ..	2 ponies	80.00	
	Sept., 1865	"	1 heifer.....	20.00	
					100.00
66. Lisette Goseland...	May, 1853	Reservation ..	2 horses	300.00	
	April, 1855....	"	8 head cattle.....	200.00	
					500.00
67. We-zo Perish	May, 1864	Reservation ..	1 horse	150.00	
	July, 1865.....	"	1 horse	175.00	
					325.00
68. Peter Moose	July, 1853.....	Reservation ..	1 mare, 1 colt.....	60.00	
	March, 1864 ...	"	1 ox	40.00	
					100.00
69. Margaret Haas	Sept., 1864	Reservation ..	4 acres of growing corn.	100.00	
	Feb. & Mch., 1865.	"	50 soft-wood trees	750.00	
			2 hard-wood trees	40.00	
			8 acres growing corn ...	200.00	
	Sept. and Oct., 1865.	"	House.....	250.00	
	Dec., 1867	"	2,000 rails	120.00	
					1,460.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
70. Peter Le Clair	July 4, 1866	Reservation	1 mare	$120.00	
	1867	"	1 colt	50.00	
					$170.00
71. Na-mah-shkuk	June, 1852	Reservation	1 horse	120.00	
	June, 1854	"	1 mare	100.00	
	Oct., 1854	"	1 cow	30.00	
					250.00
72. Zozas-Pak-shkah	Feb., 1859	Reservation	6 horses	300.00	
					300.00
73. Kuh-bah Lafromboise.	June, 1856	Reservation	2 mares	300.00	
	May, 1857	"	1 mare	125.00	
					425.00
10 74. John Pah-mah-mee.	Spring, 1846	Reservation	3 horses	300.00	
	Spring, 1847	"	2 horses	200.00	
	Fall, 1847	"	2 horses	250.00	
	July, 1848	"	1 mare	50.00	
			1 colt	25.00	
			1 colt	20.00	
	March, 1860	"	2 horses	400.00	
	Winter, 1865 and 1866.	"	2 horses	300.00	
	Summer, 1866	"	3 horses	150.00	
	Summer, 1850	"	2 cows	100.00	
					1,795.00
75. Chas. Vieux	Fall, 1855	Reservation	1 overcoat	10.00	
			1 gun	25.00	
			1 mare	200.00	
			9 horses	900.00	
	Spring, 1861	"	1 horse	200.00	
	May, 1862	"	2 horses	300.00	
	Fall, 1859	"	4,000 rail (fence)	400.00	
					2,035.00
76. Eliza A. Bertrand	1849	Reservation	4 yoke oxen	300.00	
			5 cows	150.00	
			2 steers	50.00	
			2 heifers	50.00	
			2 heifers	35.00	
			1 steer	15.00	
					600.00
77. Ozette Tromble	Summer, 1853	Reservation	3 horses	300.00	
			1 horse	200.00	
			1 wagon, 1 double harness.	50.00	
			$15 in money	15.00	
					565.00
78. Louis Tromble	May, 1851	Reservation	16 horses	1,600.00	
			2 mules	300.00	
					1,900.00
79. N. Wat-ktose	July, 1863	Reservation	1 pony	50.00	
	Sept., 1866	"	1 mare	150.00	
					200.00
80. Pe-bije-mah	Oct., 1851	Reservation	1 horse	100.00	
	May, 1862	"	3 ponies	120.00	
	May or June 1863.	"	2 cows	60.00	
					280.00
81. John B. Perish	June, 1865	Reservation	7 horses	700.00	
					700.00
82. Louis Vieux	Spring, 1856	Reservation	2 horses	215.00	
	Feb., 1864	"	75 hogs	300.00	
	Feb., 1865	"	2 steers	100.00	
			Growing timber	50.00	
	March, 1865	"	Growing timber	200.00	
			1 cow	40.00	
	Feb., 1864	"	Timber	100.00	
					1,005.00
83. Kah-das-Shot-kuk	June, 1852	Reservation	2 horses	200.00	
			1 pony	40.00	
	March, 1862	"	1,000 rails	60.00	
	May, 1853	"	1 cow	30.00	
					330.00
84. Catharine Grimore	July, 1850	Reservation	5 sows	75.00	
	Aug., 1850	"	5 cows	200.00	
			1 bull	50.00	
	Oct., 1858	"	1 mare	75.00	
	May, 1860	"	1 cow	40.00	
	July, 1863	"	1 mare	125.00	
					565.00

Names of claimants.	Date of depredations.	Place of depredations.	Kind of property taken or destroyed.	Value of each item.	Total values.
11 85. Shaw-guee ..	May, 1850.....	Reservation ..	1 trunk	$5.00	
			1 blanket.....	30.00	
			1 blanket.....	40.00	
			1 set ear bobs	10.00	
			1 fob	4.00	
			1 lot of beads.....	25.00	
			1 pair moccasins	10.00	
			1 medal	5.00	
	April, 1859....	"	3 ponies	120.00	
					$249.00
86. Adelaide Bertrand.	May, 1858.....	Reservation ..	1 bull	50.00	
	Oct., 1862	"	1 breast pin	17.00	
			1 breast pin	3.50	
			100 hams	15.00	
					85.50
87. Maurice Lafromboise.	May, 1866.....	Reservation ..	3 cows	90.00	
					90.00
88. John B. Letendre ..	Oct., 1859.....	Reservation ..	2 horses	250.00	
			1 horse	100.00	
			2 horses	160.00	
			2 ponies	80.00	
					590.00
89. Eli G. Nadeau	May, 1849.....	Reservation ..	3 horses	300.00	
			2 ponies	80.00	
	Fall, 1857	"	2 horses	225.00	
	July, 1858	"	1 horse	75.00	
	Oct., 1859	"	4 horses	400.00	
	Dec., 1863.....	"	2 mares	280.00	
	March, 1864...	"	1 mule	150.00	
	May, 1864.....	"	Forage	160.00	
	Sept., 1864	"	2,500 rails	250.00	
	Nov., 1864	"	1 steer.....	40.00	
	Dec., 1864.....	"	1 steer.....	40.00	
					2,000.00
90. Na-bua-shkuk	May, 1850.....	Reservation ..	3 ponies	120.00	
	Summer, 1858.	"	4 ponies	140.00	
					260.00

No assignment of any or either of the above-named claims has been made, and each claimant is fully entitled to the amount herein claimed after all just credits and offsets.

Your petitioners therefore pray that in accordance with the treaty and acts of Congress set forth a judgment may be rendered in favor of each petitioner above named for the total sum set opposite his or her name in the tabular statement herein given, and that this petition may have priority of consideration of this court.

(Signed) ANTHONY F. NAVARREE.

DISTRICT OF COLUMBIA,
City of Washington, ss:

Before me, the undersigned, appeared Anthony F. Navarree, one of the petitioners above named, and the attorney in fact for all the petitioners above named, and made oath that he knows the contents of said petition, and that the matters therein stated are true, so far as the same are stated on his knowledge, and as to the matters therein stated on the knowledge, information, or belief of the petitioner, he believes them to be true.

(Signed) JOSEPH ROY,
Notary Public.

Dated Washington, January 2, 1892.

J. H. MCGOWAN,
Attorney for Claimants.

P. O. Address: 629 F street NW., Washington, D. C.

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EXHIBIT A.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., December 20, 1871.

SIR: I have the honor to transmit herewith a copy of a report dated the 6th instant, from Commissioner of Indian Affairs, together with the claims therein referred to of certain Pottawatomie citizens, for depredations committed upon their property while they were members of the Pottawatomie tribe of Indians.

The tenth article of the treaty with said Indians, of February 27, 1867, provides that the claims referred to, accompanied by evidence taken therein, shall be reported to Congress, with the amount found to be equitably due, in order that such action may be taken as shall be just in the premises.

The claims, with the evidence taken, and a schedule thereof, with the amounts allowed in each case as reported to the Department by Commissioner of Indian Affairs, are respectfully submitted to Congress for such action as the treaty contemplates.

Very respectfully, your obedient servant,

C. DELANO, *Secretary.*

Hon. JAS. G. BLAINE,
Speaker House of Representatives, Washington, D. C.

EXHIBIT B.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., December 6, 1871.

SIR: The tenth article of the treaty with the Pottawatomie Indians, of February 27, 1867 (Stat., vol. 15, p. 533), provides "that upon
13 the presentation to the Department of the Interior of the claims of said tribe for depredations committed by others upon their stock, timber, or other property, accompanied by evidence thereof, examination and report shall be made to Congress of the amount found to be equitably due, in order that such action may be taken as shall be just in the premises.

Under this provision of the treaty a number of claims were presented by late Agent Palmer, under date of December 24, 1869, extending as far back as the year 1846. These, after examination in this office, were, on the 27th of February, 1870, reported to the then Secretary of the Interior, with the statement that, from the loose and defective character of the evidence, it was impossible to reach an intelligent decision as to the amount equitably due any one of these claimants, and it was therefore recommended that the papers be returned to Superintendent Hoag for reexamination by the present agent for the Pottawatomie Indians, Mr. J. H. Morris. This recommendation was concurred in by the honorable Secretary, and the claims were accordingly returned on the 8th of March last, with instructions for the agent's guidance in the examination to be made by him; the claimants to submit new claims, or verify those already made, within a reasonable time.

In compliance with these instructions, a copy of which is herewith enclosed, Agent Morris transmitted to this office, under date of November 9, 1871, ninety claims, amounting in the aggregate to $49,547.80, and allowed by him in the sum of $48,332.80, with the statement that he has carefully investigated each separate claim, and examined the witnesses as to the character of the several claimants for truth and veracity, and that all claims which appeared to him to be spurious or dependent upon evidence of a doubtful character had been rejected.

I enclose herewith an abstract made in this office of the various claims now presented, showing the names of the claimants, with the amount claimed and amount awarded placed opposite their respective names.

A uniform course seems to have been adopted in the examina-
14 tion of the various cases with little or no variation. The claimant makes deposition before a notary public that he is a Pottawatomie citizen and had property stolen from him while a member of the tribe, specifying the articles thus lost, the circumstances connected therewith, and the value of the property at the time it was taken. This statement is corroborated by affidavits of two or three persons claiming to be conversant with the facts and circumstances of the case, and by the agent's certificate that the evidence was taken in his presence, that the valuation of the property lost is fair, and that he believes the claim to be equitable and just.

As the agent appears to have carried out his instructions in the investigation with which he was charged, I have the honor to submit the claims for consideration and appropriate action by the Department.

Very respectfully, your obedient servant,

F. A. WALKER, *Commissioner.*

Hon. C. DELANO,
Secretary of the Interior.

EXHIBIT C.

POTTAWATOMIE INDIAN AGENCY,
Eleventh month, 9, 1871.

To the Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

Respectfully I herewith forward ninety-one claims of the Pottawatomie Indians for depredations committed upon their stock, timber, and other property, while living upon their reservation in Kansas, for the payment of which provision is made by the tenth article of the treaty of February 27, 1867.

In accordance with the instructions of the Honorable E. S. Parker, Commissioner of Indian Affairs, dated at Washington, D. C., March 8, 1870, I have given notice to all Indians having claims to present to come forward and prove them up, and also employed J. S. Merritt, a
15 notary public of Pottawatomie County, Kansas, duly commissioned and qualified to take affidavits.

For my guidance in ascertaining the true value of property upon the reservation, I called upon Alexander Peltier, Sidney W. Smith, and John D. Lasley, three disinterested, intelligent, and honest men, who have lived upon the reservation during the period covered by the losses

for which claim is made, and I consulted with them frequently during the taking of the proof of the claims, and have had them subscribe the accompanying affidavits. I have taken special care to guard against spurious claims that might have been presented, and I carefully investigated each claimant and the witnesses he introduced to prove up his or her claim as they presented themselves. I also inquired into the character of the claimants for truth and veracity, and such claims as were to all appearances spurious or dependent upon the testimony of witnesses not truthful for their substantiation I have rejected, and refused to present to the Department for consideration.

From the testimony of all, there were many depredations committed upon these Indians during the great immigration to California and Pike's Peak. Through this reserve was the main thoroughfare upon which many stock growers and farmers lived, over which these immigrants travelled, and they seemed to be lawless when they had reached so far west as to be beyond civilization; and there is no doubt in my mind, from the testimony of all the witnesses, that these Indians suffered very much at their hands. It appears that immense trains of immigrants passed along this road daily during the immigration, and were constantly driving off their stock and destroying their timber and other property, and the Indians were powerless to oppose them, there being no law in force to which they could appeal for protection.

Very respectfully,

J. H. MORRIS,
United States Indian Agent.

16 II. *Traverse—Filed January 13, 1898.*

In the Court of Claims of the United States—December term, A. D. 1897.

ANTHONY F. NAVARRE ET AL
vs.
THE UNITED STATES. } No. 17305.

And now comes the Attorney-General, on behalf of the United States, and answering the petition of the claimants herein, denies each and every allegation therein contained; and asks judgment that the petition be dismissed.

L. A. PRADT,
Assistant Attorney-General.

17 III.—*Findings of fact and conclusions of law.*

This case having been heard by the Court of Claims, the court, upon the evidence, finds the facts as follows:

(1) The claimaints are ninety individual members of the Pottawatomie tribe of Indians, who in 1869 and 1871 presented claims to the Department of the Interior for depredations committed by others upon their stock, timber, or other property.

(2) Claimants rely for recovery on these claims upon article 10 of the treaty made with the Pottawatomie tribe of Indians, February 28, 1867.

(15 Stat. L., 533.) And under said treaty these claims were by the Secretary of the Interior transmitted, with the evidence in support thereof, to Congress for its action thereon; and by Congress, under the acts of March 3, 1885, and March 3, 1891, said claims, with all evidence, documents, reports, and other papers pertaining to same, were referred to this court to be adjudicated and determined. (23 Stat. L., 372; 26 Stat. L., 1011.)

(3) Of these claims the following are for depredations committed by others upon the stock, timber, or other property of the claimants hereinafter respectively named while they resided upon their reservation in the Territory of Kansas. And said claimants are entitled to recover of the United States the amounts set opposite their names, respectively, which amount is found to be equitably due them:

Claim No. 2, Samah-gah, item 1, 1 pony, 1 saddle horse, 1 bridle, taken September, 1862, by United States soldiers, value $60.00

Claim No. 3, Ahgot, item 1, 1 pony, taken fall 1853 by immigrants, value $35; item 2, 2 horses, taken by white men November, 1862, value $250. Total 285.00

Claim No. 4, Louis H. Ogee, item 1, 4 ponies, taken in 1867, value $180; item 2, 1 bull, taken 1862, value $150; item 3, 4,000 new fence rails, destroyed November, 1863, value $240; item 4, 2 cows, 2 calves, taken in 1866, value $90; 1 steer, $30; 6 two-year olds, $120; 1 bull, $40; 1 mare, taken November, 1866, value $125. Total 975.00

Claim No. 5, Lucius R. Darling, item 1, 4 ponies, value $160; 1 mare, value $75; 1 horse, value $125, taken May, 1852; item 2, 1 cow, 1 calf, taken May, 1860, value $45; item 3, 2,000 fence rails, May, 1863, value $120. Total 525.00

Claim No. 6, M tah-mah, item 1, 2 horses, taken April, 1852, value $175; item 2, 2 ponies, June, 1852, value $80; item 3, 1 calf, May, 1854, value $15; item 4, 1 horse, saddle, and bridle, taken October, 1863, value $150. Total 420.00

Claim No. 7, Samuel Cummings, 4 acres of red elm and walnut timber, destroyed in 1862, $140; item 2, 1,280 fence rails, $76; 120 bushels of corn, value $60. Total 276.00

Claim No. 10, Antwain, item 2, 2 horses, taken April, 1858, $250. Total 250.00

18 Claim No. 11, Shak-we, item 1, 3 ponies, value $120; 1 horse, $100; taken May, 1850. Total 220.00

Claim No 13, M-kuh-da-mko-qua, item 1, 5 ponies, taken July, 1852, value $200; item 2, 3 fat hogs, value $36; 3 shoats, $8; taken November, 1866. Total 244.00

Claim No. 14, Anthony Tessier, item 1, yoke of oxen, taken May, 1857, value $85; item 2, 1 cow, taken May, 1863, value $45. Total 130.00

Claim No. 16, Margaret Fregon, item 1, 2 horses, taken Marc, h1862, value $200; item 3, 1 stallion, taken May, 1863, value $50; item 4, 1,500 rails, October, 1865, value $90; item 5, 75 trees, saw, and rail timber, October and November of 1866, value $300. Total 640.00

Claim No. 17, M. B. Beaubien, item 1, 2 yoke of work cattle, May, 1851, value $150; item 2, 3 milch cows, $120, 2 heifers, $75, 1 steer, $40, depredation June, 1852; item 3, May, 1859, 1 horse, $150; item 4, 1 mare, $150, 1 gold watch, $120, January, 1861; item 5, 1 horse, $125, January, 1862; item 6, 12 ponies, $480, July, 1864. Total 1,410.00

Claim No. 18, James Baldwin, item 1, 1 horse, taken January, 1862, value $150 ..... 150.00

Claim No. 20, Kah-dot, item 1, January, 1864, 2 cows, $75; August, 1865, 1 pony, $40; March, 1866, 2 mare ponies, $80. Total 195.00

Claim No. 21, Mitchell Wilmett, June, 1860, post and rail timber. Total ... 400.00

Claim No. 22, E. R. Kennedy, fall 1860, item 2, 1 horse, 1 saddle, 1 bridle, $125. Total 125.00

Claim No. 24, John S. Young, September, 1856, item 1, stock of dry goods and groceries, value $2,000; fall of 1863, item 2, 1 stallion, $150; 1 mare, $125; 1 pony, $40; October, 1866, item 3, 7,680 fence rails, $460.80; corn, $200. Total 2,975.80

Claim No. 25, Jane Kennedy, item 2, July, 1863, 1 pony, $40. Total 40.00

Claim No. 26, Mitchell Laframboise, item 4, August, 1866, 2 mares, 2 horses, $400. Total $400.00

Claim No. 27, Me-Yain co, August, 1854, 3 horses and 6 ponies, $495. Total. 495.00

Claim No. 28, Mah-jwas, July, 1849, item 1, 1 horse, $125; item 2, spring 1852, 1 horse, $125; item 4, spring 1863, 1 pony, $40; item 5, summer 1863, 1 stallion, $80. Total 370.00

Claim No. 29, Phas-Kaw-we, May, 1858, item 1, 2 cows, 1 calf, $75; item 2, August, 1860, 1 pony, $50. Total 125.00

Claim No. 30, Pam-bo-go, May, 1853, 1 pony, $40. Total 40.00

Claim No. 33, Ah-got, May, 1853, item 1, 2 horses, $200; October, 1860, item 2, 1 horse, $100. Total 300.00

Claim No. 34, John Neely, April, 1851, item 1, 1 horse, $95; 1 stallion, $60; 1 horse, $80. Total 235.00

Claim No. 35, Azhnick Pes-qua-je, spring of 1864, 2 horses, $135. Total... 135.00

Claim No. 36, Sah-gah-kunk, spring 1859, 2 horses, $225. Total 225.00

Claim No. 37, Sah-gah, November, 1855, item 1, 4,500 rails, $225; June, 1856, item 2, 3 horses, $375; February, 1862, item 3, 1 horse, $125; July, 1862, item 4, 1 horse, $135; spring 1862, 1 hog, $15; November, 1862, 1 hog, $22.50; fall of 1864, 3 hogs, $45. Total 942.50

Claim No. 39, Nah-min-nuk-skuk, spring 1866, 1 horse, $125. Total 125.00

Claim No. 40, Francis X. Bergeron, October, 1864, item 1, 12 head of cattle, $300; fall 1862, item 3, 50 bushels of corn, $25; 30 chickens, $7.50; 1 hog, $25; 3 shoats, $18; 250 rails, $12.50. Total 388.00

Claim No. 41, Blackbird, spring 1850, item 1, 2 steers, $30; 1 steer, $15. Total 45.00

Claim No. 42, William Phelps, spring 1854, item 1, 1 horse, $100; item 2, 1859, 1 bull, $20. Total 120.00

Claim No. 43, Wahb-nim, fall 1852, item 1, 2 horses, $250; spring 1859, 1 horse, $100; spring 1862, item 3, 1 horse, $125. Total 475.00

Claim No. 44, Emily Wilmett, fall 1851, 2 cows and calves, $70; September, 1860, item 3, 1 cow, $40; November, 1864, 2 hogs, $60. Total 170.00

Claim No. 45, Wesley Lewis, September, 1864, item 1, 1 steers, $160; 4 cows, 4 calves, $160; December, 1860, 1 pair boots, 1 suit clothes, some flour and meal, $100; $20 in gold. Total 440.00

Claim No. 46, Wezo Burnett, May 1866, item 2, 1 mare, $140. Total 140.00

Claim No. 47, Narcisse Vieux, July, 1856, item 1, 1 cow, $30; 1 steer, $20; 2 calves, $15. Total 65.00

Claim No. 48, E. Beaubien, September, 1863, 1 ox, $35; October, 1863, 1 horse, $100. Total 135.00

Claim No. 49, Mary Laframboise, October, 1857, item 1, 1 mare, $80; May, 1861, item 2, 1 steer, $12, 1 steer, $22, 1 steer, $30; October, 1863, 1,440 rails, $86; 15 tons hay, $75; October, 1866, item 5, 1 acre potatoes, some cabbage, $50. Total 355.00

19 Claim No. 50, Ed-wah ge-zhick, May, 1860, item 1, 1 stallion, $200; October, 1861, item 2, 1 pony, $40. Total 240.00

Claim No. 51, Prudence Wilson, July, 1850, item 1, 1 mare, $150; 1 mare, $250; 1 mare, $250; 1866, item 5, 1 hog, $7, 2 hogs, $20. Total 667.00

Claim No. 53, Mary Jane Pierce, fall 1866, item 1, dwelling house, $400; stable, $50; cornerib, $50. Total 500.00

Claim No. 56, Mis-no-o-ge-mah, May, 1863, item 3, 1 pony, $40. Total 40.00

Claim No. 57, Joseph E. Welfelt, November, 1858, item 1, 18 hogs, $226.80; item 2, October, 1859, 450 rails, $27. Total 253.80

Claim No. 58, Ke-wan-ka-ga, May, 1850, 1 horse, $100. Total 100.00

Claim No. 59, Teh-nas, April, 1851, 3 cows, $105. Total 105.00

Claim No. 60, William Martel, May, 1852, item 3, 1 horse, $125; May, 1853, item 4, 2 sows, $20; item 5, September, 1853, 3 hogs, $37.50; item 7, October, 1854, 4 hogs, $50; item 8, July, 1855, 1 steer, $20, 1 heifer, $20; item 9, June, 1855, 4 hogs, $20; item 12, November, 1855, 3 hogs, $37.50; June, 1856, item 13, 4 hogs, $20; September, 1856, 3 hogs, $30; October, 1856, 3 hogs, $37.50; October, 1857, 5 hogs, $62.50; September, 1862, 4 hogs, $80; October, 1862, 3 hogs, $45; item 19, 1862, 1 log house, 1 cornerib, 1 chicken house, $100, 3,000 rails, $150; 15 tons hay, $120; item 20, September, 1864, 1 cow, $40; item 21, 1864, 2 hogs, $40. Total 1,055.00

Claim No. 61, Ma-Moske-Mul-ler, item 2, May, 1852, 2 mares, $150. Total.. 150.00

Claim 62, Wa-ska, item 2, spring 1852, 1 mare, $150. Total 150.00

Claim No. 63, Mary A. Burnett, item 1, April, 1859, 3 head cattle, $90; item 3, October, 1863, 20 hogs, $140; item 4, October, 1854, 3,200 rails, $132; 2 log stables, $200; 2 log houses, $200; 1 stack hay, $10. Total 772.00

Claim No. 64, Ke-wan-ka, item 1, April, 1849, 1 horse, $150; May, 1855, item 2, 1 horse, $100. Total 250.00

Claim No. 65, Chah-kah-be, item 2, September, 1865, 1 heifer, $20. Total.. $20.00
Claim 66, Lisette Goseland, item 2, April, 1855, 8 head cattle, $200. Total. 200.00
Claim No. 67, We-zo-Perish, item 2, July, 1865, 1 horse, $125. Total 125.00
Claim No. 68, Peter Moose, item 1, July, 1853, 1 mare and colt, $60; item 2, March, 1864, 1 ox, $40. Total 100.00
Claim No. 69, Margaret Haas, item 1, 1864, 4 acres growing corn, $50; item 2, February and March, 1865, 50 soft-wood trees, $375; 2 hard-wood trees, $25; 8 acres growing corn, $100; item 3, September and October, 1865, house, $250. Total 800.00
Claim No. 71, Na-mah-shkuk, item 1, June, 1852, 1 horse, $120; item 3, October, 1854, 1 cow, $30. Total 150.00
Claim No. 72, Zozas-Pak-shkah, item 1, February, 1859, 6 horses, $300. Total 300.00
Claim No. 74, John-Pah-mah-mee, item 5, March, 1860, 2 horses, $250; item 6, winter of 1865 and 1866, 2 horses, $250; item 8, summer 1850, 2 cows, $80. Total 580.00
Claim No. 75, Charles Vieux, item 1, fall 1855, 1 mare, $125; horses, $700. Total 825.00
Claim No. 76, Eliza A. Bertrand, 1849, 4 yoke oxen, $300; 5 cows, $150; 2 steers, $50; 2 heifers, $50; 2 heifers, $35; 1 steer, $15. Total 600.00
Claim No. 77, Ozette Tromble, summer 1853, 3 horses, $300; 1 horse, $125; 1 wagon, 1 double harness, $50; $15 in money. Total 490.00
Claim No. 78, Louis Tromble, 16 horses, $1,600; 2 mules, $250. Total 1,850.00
Claim No. 80, Pe-bije-mah, October, 1851, 1 horse, $100; May, 1862, 3 ponies, $120; May or June of 1863, 2 cows, $60. Total 280.00
Claim No. 82, Louis Vieux, item 2, February, 1864, 75 hogs, $300; February, 1865, 2 steers, $100; growing timber, $25; March, 1865, growing timber, $100; 1 cow, $40; February, 1864, timber, $50. Total 615.00
Claim No. 83, Kah-des-shot-kuk, June, 1852, 2 horses, $200; 1 pony, $40; March, 1862, 100 rails, $60; May, 1853, 1 cow, $30. Total 330.00
Claim No. 84, Cathrine Grimore, item 1, July, 1850, 5 sows, $75; item 3, October, 1858, 1 mare, $75; item 4, May, 1860, 1 cow, $40. Total 190.00
Claim No. 85, Shaw-guee, item 2, April, 1859, 3 ponies, $120. Total 120.00
Claim No. 86, Adelaide Bertrand, item 1, May, 1858, 1 cow, $25. Total..... 25.00
Claim No. 87, John B. Letendre, October, 1859, 2 horses, $250; 1 horse, $100; 2 horses, $160; 2 ponies, $80. Total 590.00
Claim No. 88, Maurice Laframboise, item 1, May, 1866, 3 cows, $90. Total. 90.00
Claim No. 89, Eli G. Nadeau, item 1, May, 1849, 3 horses, $300; 2 ponies, $80; fall 1857, 2 horses, $225; July, 1858, 1 horse, $75; October, 1859, 4 horses, $400; December, 1863, 2 mares, $250; March, 1864, 1 mule, $150; September, 1864, 2,500 rails, $150; November, 1864, 1 steer, $40; December, 1864, 1 steer, $40. Total 1,710.00

20 (4) The property for which it is found in the third finding of fact that the claimants are entitled to recover was taken or destroyed by others than members of the Pottawatomie tribe of Indians and not returned or paid for.

(5) Of the claims specified in the third finding of fact by the court, on which the findings are in favor of recovery, the following are for property taken by other tribes of Indians:

Claim 4. Louis H. Ogee, item 1, 4 ponies, taken by Kaws.
Claim 5. Lucius R. Darling, item 1, 4 ponies, a mare, a horse, taken by Kaws.
Claim 7. Samuel Cummings, item 1, timber taken by Kickapoos.
Claim 11. Shak-we, 3 ponies, a horse, taken by Pawnees.
Claim 13. M-kuh-da-mho-gua, item 1, 5 ponies, taken by Kaws.
Claim 17. M. B. Beaubien, item 2, 3 cows, 2 heifers, a steer, taken by Kaws; item 6, 12 ponies, taken by Kaws.
Claim 20. Kah-dot, item 2, a pony, taken by Kaws.
Claim 29. Phas-kah-we, item 2, a pony, taken by Pawnees.
Claim 35. Azhnick-Pes-gua-je, 2 horses, taken by Pawnees.
Claim 36. Sah-gah-kunk, 2 horses, taken by Pawnees.
Claim 42. William Phelps, a horse, taken by Pawnees.
Claim 43. Wahb-nim, item 1, 2 horses, taken by Winnebagoes.
Claim 47. Narcisse Vieux, item 1, a cow, a steer, 2 calves, taken by Kaws.
Claim 58. Ke-wau-ka-ga, a horse, taken by Pawnees.
Claim 68. Peter Moose, item 1, mare and colt, taken by Kaws.
Claim 72. Zozas-Pak-shkah, 6 horses, taken by Pawnees.

Claim 74. John Pah-mah-me, item 5, 2 horses, taken by Pawnees.
Claim 78. Louis Tromble, 16 horses, 2 mules, taken by Osages.
Claim 80. Pe-bije-mah, item 2, 3 ponies, taken by Kaws.
Claim 85. Shaw-gnee, item 2, 3 ponies, taken by Osages.
Claim 89. Eli G. Nadeau, item 1, 3 horses, 2 ponies, taken by Pawnees.

(6) That of claims embraced in the third finding of fact by the court in favor of claimants the following are for losses by fire, due to the negligence or design of white men:

Claim 4. Louis H. Ogee, item 3, 4,000 fence rails.
Claim 5. Lucius R. Darling, item 3, 2,000 fence rails.
Claim 7. Samuel Cummings, item 2, 1,280 fence rails, 120 bushels of corn.
Claim 16. Margaret Fregon, item 4, 1,500 fence rails.
Claim 21. Mitchell Wilmett, post and rail timber.
Claim 24. John S. Young, item 3, 1,768 fence rails, corn.
Claim 37. Sah-gah, item 1, 4,500 fence rails.
Claim 49. Mary Laframboise, item 3, 1,440 fence rails, 15 tons hay.
Claim 53. Mary Jane Pearce, item 1, dwelling house, stable, cornerib.
Claim 57. Joseph C. Wellfelt, item 2, 450 fence rails.
Claim 60. William Martel, item 19, 3,000 fence rails, log house, cornerib, chicken house, 15 tons hay.
Claim 63. Mary A. Burnet, item 4, 3,200 fence rails, 2 log stables, 2 log houses, a stack of hay.
Claim 69. Margaret Haas, item 3, house.
Claim 89. Eli G. Nadeau, item 8, 2,500 fence rails.

As to the following claims it is not satisfactorily shown by the evidence that the depredations were committed by others than members of the Pottawatomie tribe of Indians, and claimants are not entitled to recover for same.

Claim 1. Kok-sk-Kuk-wid, 1 American horse, 1 black mare.
Claim 2. Shumah-gah, item 2, 1 pony.
Claim 9. Munk-quet, 2 ponies, 1 horse.
Claim 10. Antwain, item 1, 2 horses; item 3, 1 horse; item 4, 2 mares, 1 colt; item 5, 3 horses.
Claim 12. Wah-kas, items 1 and 2, a mare and pony.
Claim 15. Kahu-sah-qua, 3 horses.
Claim 16. Margaret Fregon, item 2, 1 mare.
Claim 18. James Baldwin, item 2, 1 mare and 3 ponies, because since treaty.
Claim 19. Josett Vanarsdale, items 1 and 2, horse and span horses.
21 Claim 22. E. R. Kennedy, item 1, 1 mare; item 2, 1 horse; item 3, 1 colt alleged to have been killed by Union Pacific Railway. As to this item it is not shown that the railway company was liable for the killing or committed any trespass or depredation. Item 4, 1 cow; item 5, 1 steer; item 6, 1 cow; item 7, 1 steer; item 8, 1 cow.
Claim 23. Thomas J. Lazzell, items 1 and 2, 2 horses, 1 mare, and 1 colt.
Claim 25. Jane Kennedy, item 1, 1 horse.
Claim 26. Mitchell Laframboise, 4 mares and colts, 1 stallion; item 2, 1 stallion; item 3, 1 horse; item 5, 1 mowing machine, 5 pitchforks, 1 harness, 5 tons hay.
Claim 28. Mah-kwas, item 3, 1 horse, 1 pony.
Claim 30. Pam-bo-go, item 2, 1 horse.
Claim 31. Napoleon B. Bertrand, item 1, 3 cows, 1 bull, 1 horse, 2 colts, 1 mare.
Claim 32. Sahg-mog, item 1, 1 mare, 2 ponies.
Claim 37. Sah-gah, item 8, pigs, vegetables, damage done property. As to this item, proof is too vague and uncertain.
Claim 38. Nah-gdo-nuck, item 1, 1 horse; item 2, 2 ponies; item 3, 1 mare.
Claim 39. Nah-nim-nuk-skuk, item 2, 1 horse.
Claim 40. Francis X. Bergeron, item 2, 1 bull.
Claim 41. Blackbird, item 2, 1 horse.
Claim 44. Emily Wilmett, item 1, 1 mare.
Claim 45. Wesley Lewis, item 3, 2 horses, 11 head cattle.
Claim 46. Wezo Burnett, item 1, 1 mare.
Claim 47. Narcisse Vieux, item 2, 1 horse.
Claim 48. E. Beaubien, item 1, 3 ponies; item 4, 700 rails.
Claim 49. Mary Laframboise, item 4, 1 pony.
Claim 51. Prudence Wilson, item 2, 1 horse; item 3, 4 head cattle; item 4, 1 horse. This depredation occurred since the treaty of 1867.

Claim 52. Joseph Moa yah-ko-se, 1 horse, 2 yoke oxen.
Claim 53. Mary Jane Pearce, item 2, 1 mule, 1 cow.
Claim 54. Anthony Navarre, 2 mules, 1 wagon, 1 double harness. Depredation as to this claim committed after treaty of 1867.
Claim 55. Nan-che-wah, items 1 and 2, 6 ponies.
Claim 56. Mis-no-o-ge-mah, items 1 and 2, 2 ponies.
Claim 57. Joseph C. Wellfelt, items 3 and 4, 1 mule, 1 bull.
Claim 60. William Martel, item 1, 5 cows, 5 calves; item 2, 1 horse; item 6, 1 cow; item 15, 1 ox; item 16, 1 cow; item 22, timber; item 23, 1 pony.
Claim 61. Ma moske-Mul-ler. item 1, 2 cows; item 3, 1 stallion.
Claim 62. Wa-ska, item 1, 1 horse; item 3, 1 pony; item 4, 2 heifers, 1 steer.
Claim 63. Mary A. Burnett, item 2, 2 steers.
Claim 65. Cha-kah-be, item 1, 2 ponies.
Claim 66. Lisette Goseland, item 1, 2 horses.
Claim 67. We-zo Perish, item 1, 1 horse.
Claim 69. Louis H. Ogee, item 4, 2,000 rails. In cause since treaty.
Claim 70. Peter Le Clair, 1 mare, 1 colt.
Claim 71. Na-mah-shkuk, item 2, 1 mare.
Claim 73. Kuh-buh-Laframboise, items 1 and 2, 3 horses.
Claim 74. Pah-mah-mee, items 2, 3, and 4, 7 horses, 1 mare, 2 colts.
Claim 75. Chas. Vieux, items 2, 3, 4, 3 horses, 4,000 rails.
Claim 79. N. Wat-ktose, items 1 and 2, 1 pony, 1 mare.
Claim 81. John B. Perish, 7 horses.
Claim 82. Louis Vieux, item 1, 2 horses.
Claim 84. Cathrine Grimore, item 2, 5 cows, 1 bull; item 5, 1 mare.
Claim 85. Shaw-guee, 1 trunk, 2 blankets, 1 set ear bobs, 1 fob, 1 lot beads, 1 pair moccasins, 1 medal.
Claim 86. Adelaide Bertrand, item 2, 2 breastpins, 100 hams.
Claim 89. Eli G. Nadeau, item 7, forage.
Claim 90. Na-bau-shkuk, items 1 and 2, 7 ponies.
Claim 37. Sah-gah. That part of item 2, $150 for expenses in recovering horse, and of item 3, $50, also for expenses in effort to recover horse, are not for depredations committed by others, and are rejected.

CONCLUSIONS OF LAW.

Upon the foregoing findings of fact the court decides as conclusions of law:

First. That the respective claimants named in the third finding of fact are entitled to recover judgments against the United States on the items therein named for the amounts set opposite their names, respectively, all other items and claims not therein specified being disallowed, said several judgments being as follows:

Samah-gah	$60.00	Pam-bo-go	$40.00
Ahgot	285.00	Ah-got	300.00
Louis H. Ogee	975.00	John Neely	235.00
Lucius R. Darling	525.00	Azhnick Pes-qua-je	135.00
M-tah-mah	420.00	Sah-gah-kunk	225.00
Samuel Cummings	276.00	Sah-gah	942.50
Antwain	250.00	Nah-min-nuk-skuk	125.00
Shak-we	220.00	Francis X. Bergeron	388.00
M-kuh-da-mko-qua	241.00	Blackbird	45.00
Anthony Tessier	130.00	William Phelps	120.00
Margaret Fregon	640.00	Wahb-nim	475.00
M. B. Beaubien	1,410.00	Emily Wilmett	170.00
James Baldwin	150.00	Wesley Lewis	440.00
Kah-dot	195.00	Wezo Burnett	140.00
Mitchell Wilmett	400.00	Narcisse Vieux	65.00
E. R. Kennedy	125.00	E. Beaubien	135.00
John S. Young	2,975.80	Mary Laframboise	355.00
Jane Kennedy	40.00	Ed-wah-ge-zhick	240.00
Mitchell Laframboise	400.00	Prudence Wilson	677.00
Me-Yain-co	495.00	Mary Jane Pierce	500.00
Mah-jwas	370.00	Mis-no-o-ge-mah	40.00
Phas-Kaw-we	125.00	Joseph E. Welfelt	253.80

Ke-wan-ka-ga	$100.00	John-Pah-mah-mee	$580.00
Teh-nas	105.00	Charles Vieux	825.00
William Martel	1,055.00	Eliza A. Bertrand	600.00
Ma-Moske-Mul-ler	150.00	Ozette Tromble	490.00
Wa-ska	150.00	Louis Tromble	1,850.00
Mary A. Burnett	772.00	Pe-bije-mah	280.00
Ke-wan-ka	250.00	Louis Vieux	615 00
Chah-Kah-be	20.00	Kah-das-shot-kuk	330.00
Lisette Goseland	200.00	Cathrine Grimore	190.00
We-zo-Perish	125.00	Shaw-guee	120.00
Peter Moose	100.00	Adelaide Bertrand	25.00
Margaret Haas	800.00	John B. Letendre	590.00
Na-mah-shkuk	150.00	Maurice Laframboise	90.00
Zozas-Pak-shkah	300.00	Eli G. Nadeau	1,710.00

Second. That under article 10 of the treaty of February 28, 1867, depredations committed by others than the members of the Pottawatomie tribe of Indians or nation upon their stock, timber, or other property, prior to the date of this treaty, are intended and excluded in the term "claims" as used in said article 10 of said treaty.

Third. Claims presented for expenditures alleged to have been made in efforts to recover property alleged to have been stolen, claims for alleged acts of cheating or swindling by which under contracts such claimants have been defrauded out of their property, and the claim for the killing of a colt by the Union Pacific Railway, it not being alleged or shown that said railway company was liable for such, are not depredations within the meaning of article 10 of said treaty, and are therefore disallowed.

23 IV.—*Opinion of the court.*

HOWRY, J., delivered the opinion of the court:

The plaintiffs, ninety in number, are of the Pottawatomie tribe of Indians, who resided upon their reservation in the Territory (afterwards State) of Kansas, have brought this suit to recover certain claims, aggregating $48,325, against the United States, alleged to be due them by virtue of article 10 of the treaty with said tribe of Indians, of date February 27, 1867, promulgated August 7, 1868. (15 Stat. L., 533.) Said article is as follows:

"It is further agreed upon the presentation to the Department of the Interior of the claims of said tribe for depredations committed by others upon their stock, timber, or other property, accompanied by evidence thereof, examination and report shall be made to Congress of the amount found to be equitably due, in order that such action may be taken as shall be just in the premises."

This treaty of 1867 was intended for, and in fact was, a full settlement between the United States and the Pottawatomie tribe. The Indians relinquished all claim for future annuities and became citizens. Lands were allotted to them in severalty and the United States contracted with reference to the claims which the said Indians had against others.

The acts referring the claims to this court followed the report of the Secretary of the Interior to Congress after their investigation.

In pursuance of the provisions of said article 10 plaintiffs presented to the Interior Department these claims on December 24, 1869. By reason of the loose and defective character of the evidence submitted in

their support the papers pertaining to the claims were returned by the Interior Department for reinvestigation and examination by the agent, Mr. J. H. Morris, for said Indians. This agent examined the claims and took the affidavits of each claimant and other witnesses in support thereof, and transmitted them, with all evidence taken by him, to the Commissioner of Indian Affairs, under date of November 9, 1871, attaching his certificate to each claim, recommending for allowance of said claims, as just, the sum or $48,332.80 in the aggregate.

On the 20th of December, 1871, the Interior Department, in accordance with the treaty of February 27, 1867, reported all of said claims to Congress, accompanied with the evidence taken in support of same, "for such action as the treaty contemplated." Congress took no final action thereon further than to have them investigated by a special committee, until March 3, 1885, when it referred said claims to this court for adjudication. This original act referring the claims provided, "And said court shall, in determining said cause, ascertain the amounts due, and to whom due, by reason of actual damage sustained, and said cause shall be tried without further delay as hereinbefore provided." (23 Stat. L., 372.)

Plaintiffs do not seem to have availed themselves of the right to bring suit under the foregoing act. The authority not being given for the consideration of any but strictly legal evidence, the presumption is that plaintiffs did not make use of the first jurisdictional statute for that reason. Congress, however, in an act entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes, for the year ending June thirtieth, eighteen hundred and ninety-two, and for other purposes," approved March 3, 1891, further enacted as follows:

"That the last clause of the subdivision entitled 'Pottawatomies' in the act entitled 'An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling the treaty stipulations with various Indian tribes for the year ending June thirtieth, eighteen hundred and ninety-one, of volume twenty-three, of the Statutes at Large,' to be amended to read as follows:

"'That the claims of certain individual members of the Pottawatomie Nation of Indians, their heirs or legal representatives, for the depredations committed by others upon their stock, timber, or other property, reported to Congress, under the tenth article of the treaty of
24 August 7, 1868, be, and the same are hereby, referred to the Court of Claims for adjudication. And said court shall, in determining said cause, ascertain the amounts due, and to whom due, by reason of actual damage sustained.

"'And all papers, reports, evidence, records, and proceedings relating in any way to said claims now on file or of record in the Department of the Interior or any other department, or on file of record in the office of the Secretary of the Senate, or the office of the Clerk of the House of Representatives, shall be delivered to said court, and in considering the merits of the claims presented to the court all testimony and reports of special agents or other officers and other papers now on file or of record in the departments or Congress shall be considered by the court, and such value awarded thereto as in its judgment is right and proper.'"

There are two general classes of claims for which recovery is sought:
(1) For property taken or destroyed by white men.
(2) For property taken or destroyed by Indians belonging to other tribes or nations than the Pottawatomie.

While the petition on behalf of plaintiffs alleges that the depredations for which suit is brought were committed by white men, yet the proof develops that a large number of the depredations were committed by Indians belonging to other tribes. It is earnestly and ably insisted by counsel for the Government that under article 10 of the treaty of 1867 it was only intended to provide for the payment of depredations committed by white men; that the word "others" used in said article referred to and is restricted to the acts of white men only. In support of this view it is argued that "claims," as used in said article, refers to such claims only, as by some previous statute Congress had authorized payment by the Government; that such claims must have had a legal existence for payment against the Government prior to the treaty of 1867; that the treaty of 1867 did not intend to create liability for any new claim or depredation other than for which liability had been previously recognized by statute, and that the only claims for which payment is contemplated or authorized under article 10 of the treaty of February 28, 1867, are such as are provided for under act of June 30, 1834 (4 Stat. L., 731). While this argument is pressed with much force upon the court, we do not think it sound. The treaty of February 28, 1867, made with this tribe of Indians, was a contract between the parties thereto, and in all its stipulations, which are self-executing, it has the force and effect of a legislative enactment. (Whitney v. Robertson, 124 U. S., 194.)

In ascertaining the meaning or intention of the contracting parties, the same rules must be adopted as are applicable in construing legislative enactments. The meaning of the terms used in the treaty must be drawn from the context of the treaty itself as far as possible. The term "others," as used in article 10 of said treaty in its ordinary accepted meaning, refers to "something different from that which has been specified, additional." In this case the only parties being treated with are the Pottawatomie tribe of Indians, and if it had been intended that the term "others" was to be restricted to white persons, such a restriction would have been incorporated in the treaty; and there is nothing in the context of the treaty to indicate that any such restriction was to be given that term. The contracting parties only had the power or right to engraft such restrictions upon the ordinary meaning of the language used by them. The term, as used, evidently embraces all persons other than members of the Pottawatomie tribe of Indians.

If the term, as used, was ambiguous or doubtful, this interpretation placed upon it is strengthened by reference to the acts of Congress
25 of 1830 and 1834 (4 Stat. L., p. 411–731); and also to the treaty made with these Indians in 1846 (9 Stat. L., p. 853). Likewise it is strengthened by that rule enunciated by Vattel in treaty construction which declares "The words of a party should be construed in accordance with the general reasons and motives of the agreement." And again, In re Ross, 140 U. S., 453, where the court said, in referring to a treaty, "All of its provisions must be examined in the light of attendant and surrounding circumstances." And again, under the well-established

rule that, as between the United States and the Indians, treaties are to be liberally construed in favor of the Indians. (Worcester v. Georgia, 6 Pet., 515; Kansas Indians, 5 Wall., 737; Choctaw Nation v. United States, 119 U. S., 1, 28.) When we consider the situation of the parties at the time of the treaty of 1867, the past history and friendly disposition of the Pottawatomie tribe, and what the Government was probably willing to do in recognition of the friendliness of the tribe, we think it certain that the parties contracted with reference to depredations complained of by the plaintiffs independent of the trade and intercourse act of 1834.

The first article of the treaty of 1846 contains this stipulation: "It is solemnly agreed that the peace and friendship which so happily exists between the people of the United States and the Pottawatomie tribe of Indians shall continue forever, the said tribe of Indians giving assurance hereby of fidelity and friendship to the Government and people of the United States, and the United States giving at the same time promise of all proper care and parental protection." Under this treaty the promise of care and protection given to these Indians is general in its terms and is restricted as against no particular parties; and under this treaty these Indians were removed by the United States to their reservation in the Territory of Kansas, where the depredations complained of in this suit were committed. This reservation was beyond the protection of the civil laws of the Government, and on that reservation they were more liable to be subject to depredations, not only from white people, but from other uncivilized tribes of Indians; therefore, this promise of care and protection was extended to them by the United States. Under the act of Congress of May 18, 1830, which was an act "to provide for the exchange of lands with any of the Indians residing in any of the States or Territories after their removal to the west of the Mississippi River," it was provided "that it shall and may be lawful for the President to cause such tribe or nation to be protected at their new residence against all interruptions or disturbances from any other tribe or nation of Indians, or from any other person or persons whatever," thereby expressly obligating the Government, through the President, to extend to such Indians protection against interruptions or disturbances from any and all persons or tribes of Indians.

This act and the subsequent treaty of 1846 clearly indicates the policy of the United States toward these Indians—the protection of the strong arm of the Government being promised them as against all persons or tribes of Indians. This being the undertaking on the part of the Government by its treaty with these Indians in 1846, and the general policy of the Government toward other Indians who might be removed beyond the Mississippi River, and thereby become subject to depredations of other hostile Indians or lawless white men, as indicated by the act
26 of 1830, when the treaty of 1867 was made with this tribe of Indians, if the Government intended to withdraw or restrict the protection previously promised to these Indians it would have indicated such purpose by incorporating into the terms of the treaty such restrictions or withdrawal of protection. This view of the intention of the Government under article 10 of the treaty of 1867 is further confirmed

by reference to the act of June 30, 1834, above referred to, which was "An act to regulate trade and intercourse with the Indian tribes and preserve peace on the frontiers." Under that act Congress expressly limits the liability of the Government to depredations against Indians committed by white persons, and further restricts its liability for eventual indemnification to cases in which the subject of the depredation committed could not be recovered from parties committing the same. (United States v. Perryman, 100 U. S., 235.)

There Congress clearly expresses its intention that the Government shall only be liable under said act to the particular cases therein pointed out. Therefore, when the treaty with these Indians of February 28, 1867, was made, if the restrictions as to the particular classes of claims for which the Government was to be liable, contained in the act of June 30, 1834, were to determine the character of claims that were authorized to be presented for payment under article 10 of said treaty, such restrictions should have been engrafted into the treaty; otherwise it must be presumed that the intention of the contracting parties was not to place such restrictions upon claims authorized to be presented under that treaty. For the treaty having the force and effect of a legislative enactment the courts can not interpolate therein provisions of other acts of Congress. If only such claims as could arise under act of 1834 were included under article 10 of the treaty of 1867, as contended by counsel for the Government, then there would be no reason for incorporating article 10 in said treaty, but such claims could be as effectually prosecuted under the act of 1834. It is evidently the intention of article 10 of said treaty that all equitable and just claims for depredations committed by white persons, or Indians belonging to tribes different from the Pottawatomie Nation, upon "their stock, timber, or other property," prior to the date of said treaty, should be proper claims to be presented to the Department of the Interior and Congress for its action thereon, and under such treaty Congress was to finally take such action on said claims as should be just in the premises. Claims which have accrued since the date of said treaty are not included therein.

While the right to render judgment on such of the claims as are shown to be just is rested by the claimants on treaties alone, we think there is a clear indication of liability on the part of the United States from the phraseology of the acts referring the claims for adjudication. These mean that judgment must be rendered if the claims are found by the proof to be equitably due. To say there is no legal right of recovery would be to contradict the terms of the statute.

Those certain claims sued for in this case, which originated from the destruction or injury caused by fire to the property of said plaintiffs through carelessness or design on part of white men, it is earnestly contended, are not included in the class of claims provided for under the treaty of 1867, because they are not the result of crime, offense, or misdemeanor, as is provided in the act of 1834. This objection is
27 not well taken, because, as before stated, we do not think the character of the claims referred to under article 10 of treaty of 1867 are to be determined by the act of 1834; that act can not, by the court, be written into the treaty of 1867, and can form no bar to the recovery of claims provided for therein.

Item 4 of claim 22, E. R. Kennedy, for a colt killed by the Union Pacific Railway in 1867, is rejected, because to entitle the party to recovery on said claim, it is necessary to show that the Union Pacific Railway killed this colt through such carelessness on its part as would have rendered it liable for same. If said railway company was not guilty of such negligence as to render it liable for the injury or accident, then no depredation on its part within the purview of said treaty has been committed, nor would there be any civil liability on the part of the railway company to respond for such injury in a suit brought against it to recover for said loss. The railway company was not a trespasser upon its right of way through said reservation. The proof in support of this claim simply states that the colt was killed through the carelessness of the employees of said railway company. This statement is simply a conclusion, and is not sufficient to justify the further conclusion that the railway company was responsible for the accident or injury; consequently the proof is insufficient to justify a recovery against the United States for this item.

There are two other claims, one, item No. 2 of claim 39 (Nah-num-muk-skuk) and item 7 of claim 89 (Eli G. Nadeau), which were instances of cheating or swindling through false representations. The first was where someone sold claimant a Government horse with the Government brand on it, and subsequently demand was made for this horse and claimant had to surrender it. The other is where a white man claimed to be an employee of the Government and bought forage, claiming it was for the Government, and gave therefor a voucher, telling him to present same for payment and it would be honored. The voucher was presented to the disbursing officer of the Government, and claimant was told it was worthless and the man who gave it not in the employ of the Government service, and payment, of course, refused.

These items grow out of contracts entered into voluntarily by claimants, and while they were defrauded thereby they are not within the purview of article 10 of the treaty of 1867, and they can in no proper sense be considered depredations committed upon "their stock, timber, or other property," as contemplated under said article. These claims result from a voluntary surrender of property under contract on part of claimants. It is not to be presumed that the Government undertook to protect and indemnify these Indians against bad contracts that they may have made or against contracts by which, through the want of proper care on their part, designing parties were enabled to swindle and defraud them. To warrant such a construction, such intention on the part of the Government must be expressed in the terms of the treaty or clearly inferred from its context. Therefore said items are disallowed. Those parts of items No. 2 and No. 3 of claim No. 37 (Sah-gah), being $150 and $50, respectively, for expenses in recovering horses alleged to have been stolen, are also rejected, because not depredations.

The act of Congress of March 3, 1891, in referring these claims to this court for adjudication, provides "that all papers, reports, evidence, records, and proceedings relating in any way to said claims now on file or of record in the Department of the Interior, or other department, or on file or of record in the office of the Secretary of Senate, or the office of the Clerk of House of Representatives, shall be delivered to said court, and in considering the merits of the claims presented to the court all testimony and

reports of special agents or other officers and other papers now on file or of record in departments or Congress, shall be considered by the court, and such value awarded thereto as in its judgment is right and proper." The claims which have been allowed as sustained by proof and those which have been disallowed for want of sufficient proof are shown in the findings, the reason for the disallowances being specified. The claims in the aggregate which have been allowed amount to $29,329.10.

28 V.—*Judgment of the court.*

At a Court of Claims held at the city of Washington on the 21st day of March, A. D. 1898, judgment was ordered to be entered as follows:

It is therefore ordered, adjudged, and decreed that the claimants, respectively, their heirs or legal representatives, have and recover of the United States the said sums of money specified in the third finding of fact, and that the Secretary of the Interior pay to said claimants, respectively, out of any moneys which may hereafter be appropriated by Congress for that purpose the sums set forth in said third finding of fact, less any attorney's fee which may by Congress be provided to be paid to claimants' attorney of record; but in case it shall be found that any one or more of the claimants named in said third finding has died, then, and in that event, the Secretary shall ascertain and pay to the heirs or legal representatives of each of said claimants the sum that would have been paid to the claimants if living.

BY THE COURT.

29 VI.—*Application for and allowance of appeal.*

ANTHONY F. NAVARRE AND OTHERS
vs.
THE UNITED STATES. } No. 17350.

From the judgment rendered in the above-entitled cause on the 21st day of March, A. D. 1898, in favor of the claimants, the defendants, by their Attorney-General, on the 11th day of June, 1898, make application for and give notice of appeal to the Supreme Court of the United States.

LOUIS A. PRADT,
Assistant Attorney-General.

Filed June 11, 1898.

The defendants, by their assistant attorney, having made application in vacation for the allowance of this appeal, it is

Allowed this 8th day of August, 1898.

CHARLES C. NOTT,
Chief Justice of the Court of Claims.

30 In the Court of Claims.

ANTHONY F. NAVARRE AND OTHER MEMBERS OF the Pottawatomie tribe of Indians
vs.
THE UNITED STATES. } No. 17305.

I, John Randolph, assistant clerk of the Court of Claims, do hereby certify that the foregoing are true transcripts of the pleadings in the

above-entitled cause of the findings of fact by the court and the conclusions of law thereon, of the opinion of the court, of the judgment of the court, of the application for and allowance of appeal to the Supreme Court of the United States.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Washington this 2d day of September, 1898.

[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

(Indorsement on cover:) Office Supreme Court of U. S. Received Sept. 9, 1898. Case No. 16978. Court of Claims. Term No. 393. The United States, appellant, vs. Anthony F. Navarre and eighty-nine other members of the Pottawatomie tribe of Indians. Filed September 9, 1898.